

**BPA Award Number: GS00Q14AJA0001**

**TOS Request Number: 2014-32800 (MOD PA01)**

**Joint Counter Improvised Explosive Device (IED)  
Integration Training Program (JCITP)**

**in support of:**

**Joint IED Defeat Organization (JIEDDO)  
Joint Center of Excellence (JCOE)**



***Attack the Network – Defeat the Device – Train the  
Force***

**Issued to:**

**A-T Solutions**

**Conducted under FAR Part 8.4**

**Issued by:**

**General Services Administration  
Federal Systems Integration and Management Center (FEDSIM)  
1800 F Street, NW  
Suite 3100 (QF0B)  
Washington, D.C. 20405**

**August 17, 2014  
FEDSIM Project Number 29143AFM**

## **1.1 ORDER TYPE**

This Blanket Purchase Agreement (BPA) is being established under Federal Acquisition Regulations (FAR) Part 8.4 regulations and procedures. A multiple-award, BPA is envisioned against which firm fixed priced (FFP), Time & Materials (T&M), and/or Labor Hour (LH), Task Orders (TO) will be issued.

The work shall be performed in accordance with all sections of this agreement and the underlying General Services Administration (GSA) Multiple Award Schedule (MAS) contract(s).

## **1.2 SERVICES AND PRICES**

Long-distance travel is defined as travel over 50 miles from the primary place of performance for each TO awarded under this BPA. Local travel will not be reimbursed.

The following abbreviations are used in this price schedule:

CLIN: Contract Line Item Number

NTE: Not-to-Exceed

ODC: Other Direct Cost

Individual TOs will establish contract types, dependent upon the nature of the work required (e.g., FFP, T&M, and LH). Only the labor categories proposed and included in the BPA will be available for use on TOs. The labor rates and equipment or product prices shall be consistent with those on the underlying GSA Schedule contract(s) and any discounts established by this BPA.

### **1.2.1 ESTIMATED PRICES**

The estimated value of the BPA is \$408 Million over a total five-year period of performance (assuming all option periods are exercised).

## **1.3 INCREMENTAL FUNDING**

The Government, at its discretion, reserves the right to incrementally fund any TO issued under this BPA. If a TO is incrementally funded, it shall specify the total amount of the TO, the amount obligated, the estimated performance period associated with the obligation, and a statement that the contractor is not required to perform work, nor is the Government obligated to reimburse the contractor for work performed in excess of the amount obligated. All incrementally funded FFP, LH, or T&M TOs will be funded in accordance with DFARS clause 232.703-1.

## **1.4 LABOR RATES**

The labor rates specified in the tables below and incorporated by the Government in the BPA award may be further discounted in subsequent TOs. Any additional labor categories required during performance must be added to the BPA by modification. **All labor rates must be in**

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accordance with the BPA Rate tables below, and in accordance with A-T Solution's GSA schedule contract(s) and associated CTA members GSA schedule contracts.

BASE PERIOD (12 months from BPA award) GSA Effective Rate Period: 8/28/2013 – 8/28/2014				
Labor Category	GSA Schedule Contract	GSA Schedule Contract Rate	Discounted BPA Rate	Discount (in %)
Program Director	GS-07F-0280W	\$172.18	(b) (4)	
Program Manager	GS-07F-0280W	\$149.74	(b) (4)	
Program Manager II	GS-10F-0350U	\$145.52	(b) (4)	
Program Manager I	GS-10F-0350U	\$133.84	(b) (4)	
Program Executive	GS-10F-0350U	\$158.62	(b) (4)	
Project Manager - Lead	GS-07F-0280W	\$124.81	(b) (4)	
Project Manager	GS-10F-0350U	\$112.41	(b) (4)	
Program Control Analyst	GS-07F-0280W	\$65.58	(b) (4)	
Program Control Analyst, Senior	GS-07F-0280W	\$94.37	(b) (4)	
Program Control Analyst, Lead	GS-07F-0280W	\$108.54	(b) (4)	
Project Specialist I	GS-10F-0350U	\$78.20	(b) (4)	
Project Specialist II	GS-10F-0350U	\$88.09	(b) (4)	
Project Specialist III	GS-10F-0350U	\$92.85	(b) (4)	
Project Specialist IV	GS-10F-0350U	\$101.16	(b) (4)	
Subject Matter Expert I	GS-10F-0350U	\$154.00	(b) (4)	
Subject Matter Expert II	GS-10F-0350U	\$160.02	(b) (4)	
Subject Matter Expert III	GS-10F-0350U	\$213.35	(b) (4)	
Tactical Operations SME & Training Specialist	GS-07F-0280W	\$116.82	(b) (4)	
Tactical Operations SME & Training Specialist, Senior	GS-07F-0280W	\$140.18	(b) (4)	
Tactical Operations SME & Training Specialist, Principal	GS-07F-0280W	\$161.12	(b) (4)	
Tactical Operations SME & Training Specialist, Master	GS-07F-0280W	\$201.42	(b) (4)	
EOD SME & Training Specialist	GS-07F-0280W	\$56.38	(b) (4)	
EOD SME & Master Training Specialist, Senior	GS-07F-0280W	\$67.60	(b) (4)	
EOD Master Training Specialist, Principal	GS-07F-0280W	\$81.12	(b) (4)	
EOD Master Training Specialist, Master	GS-07F-0280W	\$97.33	(b) (4)	
Consultant, Manager	GS-07F-0280W	\$124.81	(b) (4)	
Consultant, Principal	GS-07F-0280W	\$108.54	(b) (4)	
Consultant, Senior	GS-07F-0280W	\$94.37	(b) (4)	
Consultant, Senior - Expert	GS-10F-0350U	\$166.91	(b) (4)	
Instructional Designer	GS-07F-0280W	\$67.60	(b) (4)	
Instructional Designer, Senior	GS-07F-0280W	\$81.12	(b) (4)	
Senior Analyst I	GS-10F-0350U	\$121.27	(b) (4)	
Senior Analyst II	GS-10F-0350U	\$128.31	(b) (4)	
Senior Analyst III	GS-10F-0350U	\$145.34	(b) (4)	
Senior Analyst IV	GS-10F-0350U	\$162.06	(b) (4)	
Principal Analyst	GS-10F-0350U	\$145.34	(b) (4)	
Administrative Assistant, Senior	GS-07F-0280W	\$50.76	(b) (4)	
Administrative Assistant	GS-07F-0280W	\$44.16	(b) (4)	

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<b>OPTION PERIOD 1 (12 months) GSA Effective Rate Period: 8/28/2014 – 8/28/2015</b>				
<b>Labor Category</b>	<b>GSA Schedule Contract</b>	<b>GSA Schedule Contract Rate</b>	<b>Discounted BPA Rate</b>	<b>% Discount</b>
Program Director	GS-07F-0280W	\$175.62	(b) (4)	
Program Manager	GS-07F-0280W	\$152.73	(b) (4)	
Program Manager II	GS-10F-0350U	\$148.43	(b) (4)	
Program Manager I	GS-10F-0350U	\$136.52	(b) (4)	
Program Executive	GS-10F-0350U	\$161.79	(b) (4)	
Project Manager - Lead	GS-07F-0280W	\$127.31	(b) (4)	
Project Manager	GS-10F-0350U	\$114.66	(b) (4)	
Program Control Analyst	GS-07F-0280W	\$66.89	(b) (4)	
Program Control Analyst, Senior	GS-07F-0280W	\$96.26	(b) (4)	
Program Control Analyst, Lead	GS-07F-0280W	\$110.71	(b) (4)	
Project Specialist I	GS-10F-0350U	\$79.76	(b) (4)	
Project Specialist II	GS-10F-0350U	\$89.85	(b) (4)	
Project Specialist III	GS-10F-0350U	\$94.71	(b) (4)	
Project Specialist IV	GS-10F-0350U	\$103.18	(b) (4)	
Subject Matter Expert I	GS-10F-0350U	\$157.08	(b) (4)	
Subject Matter Expert II	GS-10F-0350U	\$163.22	(b) (4)	
Subject Matter Expert III	GS-10F-0350U	\$217.62	(b) (4)	
Tactical Operations SME & Training Specialist	GS-07F-0280W	\$119.16	(b) (4)	
Tactical Operations SME & Training Specialist, Senior	GS-07F-0280W	\$142.98	(b) (4)	
Tactical Operations SME & Training Specialist, Principal	GS-07F-0280W	\$164.34	(b) (4)	
Tactical Operations SME & Training Specialist, Master	GS-07F-0280W	\$205.45	(b) (4)	
EOD SME & Training Specialist	GS-07F-0280W	\$57.51	(b) (4)	
EOD SME & Master Training Specialist, Senior	GS-07F-0280W	\$68.95	(b) (4)	
EOD Master Training Specialist, Principal	GS-07F-0280W	\$82.74	(b) (4)	
EOD Master Training Specialist, Master	GS-07F-0280W	\$99.28	(b) (4)	
Consultant, Manager	GS-07F-0280W	\$127.31	(b) (4)	
Consultant, Principal	GS-07F-0280W	\$110.71	(b) (4)	
Consultant, Senior	GS-07F-0280W	\$96.26	(b) (4)	
Consultant, Senior - Expert	GS-10F-0350U	\$170.25	(b) (4)	
Instructional Designer	GS-07F-0280W	\$68.95	(b) (4)	
Instructional Designer, Senior	GS-07F-0280W	\$82.74	(b) (4)	
Senior Analyst I	GS-10F-0350U	\$123.70	(b) (4)	
Senior Analyst II	GS-10F-0350U	\$130.88	(b) (4)	
Senior Analyst III	GS-10F-0350U	\$148.25	(b) (4)	
Senior Analyst IV	GS-10F-0350U	\$165.30	(b) (4)	
Principal Analyst	GS-10F-0350U	\$148.25	(b) (4)	
Administrative Assistant, Senior	GS-07F-0280W	\$51.78	(b) (4)	
Administrative Assistant	GS-07F-0280W	\$45.04	(b) (4)	

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<b>OPTION PERIOD 2 (12 months) GSA Effective Rate Period: 8/28/2015 – 8/28/2016</b>				
<b>Labor Category</b>	<b>GSA Schedule Contract</b>	<b>GSA Schedule Contract Rate</b>	<b>Discounted BPA Rate</b>	<b>% Discount</b>
Program Director	GS-07F-0280W	\$179.13	(b) (4)	
Program Manager	GS-07F-0280W	\$155.78	(b) (4)	
Program Manager II	GS-10F-0350U	\$151.40	(b) (4)	
Program Manager I	GS-10F-0350U	\$139.25	(b) (4)	
Program Executive	GS-10F-0350U	\$165.03	(b) (4)	
Project Manager - Lead	GS-07F-0280W	\$129.86	(b) (4)	
Project Manager	GS-10F-0350U	\$116.95	(b) (4)	
Program Control Analyst	GS-07F-0280W	\$68.23	(b) (4)	
Program Control Analyst, Senior	GS-07F-0280W	\$98.19	(b) (4)	
Program Control Analyst, Lead	GS-07F-0280W	\$112.92	(b) (4)	
Project Specialist I	GS-10F-0350U	\$81.36	(b) (4)	
Project Specialist II	GS-10F-0350U	\$91.65	(b) (4)	
Project Specialist III	GS-10F-0350U	\$96.60	(b) (4)	
Project Specialist IV	GS-10F-0350U	\$105.24	(b) (4)	
Subject Matter Expert I	GS-10F-0350U	\$160.22	(b) (4)	
Subject Matter Expert II	GS-10F-0350U	\$166.48	(b) (4)	
Subject Matter Expert III	GS-10F-0350U	\$221.97	(b) (4)	
Tactical Operations SME & Training Specialist	GS-07F-0280W	\$121.54	(b) (4)	
Tactical Operations SME & Training Specialist, Senior	GS-07F-0280W	\$145.84	(b) (4)	
Tactical Operations SME & Training Specialist, Principal	GS-07F-0280W	\$167.63	(b) (4)	
Tactical Operations SME & Training Specialist, Master	GS-07F-0280W	\$209.56	(b) (4)	
EOD SME & Training Specialist	GS-07F-0280W	\$58.66	(b) (4)	
EOD SME & Master Training Specialist, Senior	GS-07F-0280W	\$70.33	(b) (4)	
EOD Master Training Specialist, Principal	GS-07F-0280W	\$84.39	(b) (4)	
EOD Master Training Specialist, Master	GS-07F-0280W	\$101.27	(b) (4)	
Consultant, Manager	GS-07F-0280W	\$129.86	(b) (4)	
Consultant, Principal	GS-07F-0280W	\$112.92	(b) (4)	
Consultant, Senior	GS-07F-0280W	\$98.19	(b) (4)	
Consultant, Senior - Expert	GS-10F-0350U	\$173.66	(b) (4)	
Instructional Designer	GS-07F-0280W	\$70.33	(b) (4)	
Instructional Designer, Senior	GS-07F-0280W	\$84.39	(b) (4)	
Senior Analyst I	GS-10F-0350U	\$126.17	(b) (4)	
Senior Analyst II	GS-10F-0350U	\$133.50	(b) (4)	
Senior Analyst III	GS-10F-0350U	\$151.22	(b) (4)	
Senior Analyst IV	GS-10F-0350U	\$168.61	(b) (4)	
Principal Analyst	GS-10F-0350U	\$151.22	(b) (4)	
Administrative Assistant, Senior	GS-07F-0280W	\$52.82	(b) (4)	
Administrative Assistant	GS-07F-0280W	\$45.94	(b) (4)	

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OPTION PERIOD 3 (12 months) GSA Effective Rate Period: 8/28/2016 – 8/28/2017				
Labor Category	GSA Schedule Contract	GSA Schedule Contract Rate	Discounted BPA Rate	% Discount
Program Director	GS-07F-0280W	\$182.71	\$(b) (4)	
Program Manager	GS-07F-0280W	\$158.90	(b) (4)	
Program Manager II	GS-10F-0350U	\$154.43	(b) (4)	
Program Manager I	GS-10F-0350U	\$142.04	(b) (4)	
Program Executive	GS-10F-0350U	\$168.33	(b) (4)	
Project Manager - Lead	GS-07F-0280W	\$132.46	(b) (4)	
Project Manager	GS-10F-0350U	\$119.29	(b) (4)	
Program Control Analyst	GS-07F-0280W	\$69.59	(b) (4)	
Program Control Analyst, Senior	GS-07F-0280W	\$100.15	(b) (4)	
Program Control Analyst, Lead	GS-07F-0280W	\$115.18	(b) (4)	
Project Specialist I	GS-10F-0350U	\$82.99	(b) (4)	
Project Specialist II	GS-10F-0350U	\$93.48	(b) (4)	
Project Specialist III	GS-10F-0350U	\$98.53	(b) (4)	
Project Specialist IV	GS-10F-0350U	\$107.34	\$(b) (4)	
Subject Matter Expert I	GS-10F-0350U	\$163.42	(b) (4)	
Subject Matter Expert II	GS-10F-0350U	\$169.81	\$(b) (4)	
Subject Matter Expert III	GS-10F-0350U	\$226.41	(b) (4)	
Tactical Operations SME & Training Specialist	GS-07F-0280W	\$123.97	(b) (4)	
Tactical Operations SME & Training Specialist, Senior	GS-07F-0280W	\$148.76	\$(b) (4)	
Tactical Operations SME & Training Specialist, Principal	GS-07F-0280W	\$170.98	(b) (4)	
Tactical Operations SME & Training Specialist, Master	GS-07F-0280W	\$213.75	(b) (4)	
EOD SME & Training Specialist	GS-07F-0280W	\$59.83	(b) (4)	
EOD SME & Master Training Specialist, Senior	GS-07F-0280W	\$71.74	(b) (4)	
EOD Master Training Specialist, Principal	GS-07F-0280W	\$86.08	(b) (4)	
EOD Master Training Specialist, Master	GS-07F-0280W	\$103.30	(b) (4)	
Consultant, Manager	GS-07F-0280W	\$132.46	(b) (4)	
Consultant, Principal	GS-07F-0280W	\$115.18	(b) (4)	
Consultant, Senior	GS-07F-0280W	\$100.15	(b) (4)	
Consultant, Senior - Expert	GS-10F-0350U	\$177.13	(b) (4)	
Instructional Designer	GS-07F-0280W	\$71.74	(b) (4)	
Instructional Designer, Senior	GS-07F-0280W	\$86.08	(b) (4)	
Senior Analyst I	GS-10F-0350U	\$128.69	(b) (4)	
Senior Analyst II	GS-10F-0350U	\$136.17	(b) (4)	
Senior Analyst III	GS-10F-0350U	\$154.24	(b) (4)	
Senior Analyst IV	GS-10F-0350U	\$171.98	(b) (4)	
Principal Analyst	GS-10F-0350U	\$154.24	\$(b) (4)	
Administrative Assistant, Senior	GS-07F-0280W	\$53.88	(b) (4)	
Administrative Assistant	GS-07F-0280W	\$46.86	(b) (4)	



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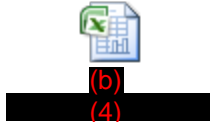
<b>OPTION PERIOD 4 (12 months) GSA Effective Rate Period: 8/28/2017 – 8/28/2018</b>				
<b>Labor Category</b>	<b>GSA Schedule Contract</b>	<b>GSA Schedule Contract Rate</b>	<b>Discounted BPA Rate</b>	<b>% Discount</b>
Program Director	GS-07F-0280W	\$186.36	(b) (4)	
Program Manager	GS-07F-0280W	\$162.08	(b) (4)	
Program Manager II	GS-10F-0350U	\$157.52	(b) (4)	
Program Manager I	GS-10F-0350U	\$144.88	(b) (4)	
Program Executive	GS-10F-0350U	\$171.70	(b) (4)	
Project Manager - Lead	GS-07F-0280W	\$135.11	(b) (4)	
Project Manager	GS-10F-0350U	\$121.68	(b) (4)	
Program Control Analyst	GS-07F-0280W	\$70.98	(b) (4)	
Program Control Analyst, Senior	GS-07F-0280W	\$102.15	(b) (4)	
Program Control Analyst, Lead	GS-07F-0280W	\$117.48	(b) (4)	
Project Specialist I	GS-10F-0350U	\$84.65	(b) (4)	
Project Specialist II	GS-10F-0350U	\$95.35	(b) (4)	
Project Specialist III	GS-10F-0350U	\$100.50	(b) (4)	
Project Specialist IV	GS-10F-0350U	\$109.49	(b) (4)	
Subject Matter Expert I	GS-10F-0350U	\$166.69	(b) (4)	
Subject Matter Expert II	GS-10F-0350U	\$173.21	(b) (4)	
Subject Matter Expert III	GS-10F-0350U	\$230.94	(b) (4)	
Tactical Operations SME & Training Specialist	GS-07F-0280W	\$126.45	(b) (4)	
Tactical Operations SME & Training Specialist, Senior	GS-07F-0280W	\$151.74	(b) (4)	
Tactical Operations SME & Training Specialist, Principal	GS-07F-0280W	\$174.40	(b) (4)	
Tactical Operations SME & Training Specialist, Master	GS-07F-0280W	\$218.03	(b) (4)	
EOD SME & Training Specialist	GS-07F-0280W	\$61.03	(b) (4)	
EOD SME & Master Training Specialist, Senior	GS-07F-0280W	\$73.17	(b) (4)	
EOD Master Training Specialist, Principal	GS-07F-0280W	\$87.80	(b) (4)	
EOD Master Training Specialist, Master	GS-07F-0280W	\$105.37	(b) (4)	
Consultant, Manager	GS-07F-0280W	\$135.11	(b) (4)	
Consultant, Principal	GS-07F-0280W	\$117.48	(b) (4)	
Consultant, Senior	GS-07F-0280W	\$102.15	(b) (4)	
Consultant, Senior - Expert	GS-10F-0350U	\$180.67	(b) (4)	
Instructional Designer	GS-07F-0280W	\$73.17	(b) (4)	
Instructional Designer, Senior	GS-07F-0280W	\$87.80	(b) (4)	
Senior Analyst I	GS-10F-0350U	\$131.26	(b) (4)	
Senior Analyst II	GS-10F-0350U	\$138.89	(b) (4)	
Senior Analyst III	GS-10F-0350U	\$157.32	(b) (4)	
Senior Analyst IV	GS-10F-0350U	\$175.42	(b) (4)	
Principal Analyst	GS-10F-0350U	\$157.32	(b) (4)	
Administrative Assistant, Senior	GS-07F-0280W	\$54.96	(b) (4)	
Administrative Assistant	GS-07F-0280W	\$47.80	(b) (4)	





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performance must be added to the BPA by modification. **All listed material rates must be in accordance with the BPA Rate table below, and in accordance with A-T Solution's GSA schedule contract(s) and associated CTA members GSA schedule contracts.**



### **1.5.3 Other Direct Costs (ODCs)**

All ODCs relate to open market ODCs. The requirement for ODCs will be identified in each TO. ODCs cannot exceed \$3,000 on any TO.

### **1.6 CONTRACTOR ACCOUNTING FOR CONTRACT SERVICES**

TOs in support of the Army will have a CLIN for the contractor to account for contract services titled "Contractor Accounting for Contract Services."

## **2.1 BACKGROUND**

Since the beginning of Operations Enduring Freedom and Iraqi Freedom (OEF/OIF), insurgent and terrorist elements have conducted devastating attacks against United States (U.S.) and coalition units and civilians using Improvised Explosive Devices (IEDs) as well as Vehicle Borne Improvised Explosive Devices (VBIEDs) and Water Borne Improvised Explosive Devices (WBIEDs). IED employment is the preferred asymmetric tactic used by the ongoing insurgencies. IEDs are cheap, relatively simple to employ, deadly, anonymous, and the enemy's current weapon of choice.

Under the Department of Defense Directive (DODD) 2000.19E dated 14 February 2006, JIEDDO shall focus (lead, advocate, coordinate) all Department of Defense (DOD) actions in support of the Combatant Commanders' and their respective Joint Task Forces' efforts to defeat IEDs as weapons of strategic influence.

### **2.1.1 PURPOSE**

The BPA and awarded TOs will provide support for the Joint Improvised Explosive Device Defeat Organization (JIEDDO) Joint Center of Excellence (JCOE). This support will assist JIEDDO JCOE with rapidly providing the following four areas of support: Counter Improvised Explosive Device (C-IED) training support, training analysis support, Institutionalization of Lessons Learned (ILL) support, and Short-Term Ad-Hoc Training Needs (ATN). The purpose of the BPA is for C-IED training and training related support and not operational support.

### **2.1.2 AGENCY MISSION**

JIEDDO has three tenants within its organization: Attack-the-Network, Defeat-the-Device, and Train-the-Force. JCOE, headquartered at the National Training Center (NTC), Fort Irwin, California, executes the directives within DODD 2009.19E as the training lead for JIEDDO and through the facilitation of individual, collective, and strategic C-IED training for the Joint Services and Coalition partners. JCOE also enables the development and propagation of new operational Techniques and Tactical Procedures (TTPs) and provides a venue for training and support for the experimentation and testing of new C-IED equipment and concepts. JCOE's charter directs the capturing of lessons learned and institutionalizing validated and approved TTPs, and facilitates development and training of concept of operations prior, during, and throughout operational use of new equipment and concepts to bridge training gaps identified throughout the operational review process. JCITP provides support at the collective and strategic levels in the engineering and scripting exercise design and preparation to ensure training scenarios are current and relevant to the C-IED threat effort at the Combatant Command (COCOM) exercises, Combat Training Centers, and Home Station Training as required or directed.

## **2.2 SCOPE**

This acquisition will provide the JIEDDO JCOE group with Continental United States (CONUS) and Outside the Continental United States (OCONUS) contractor training support services for the Joint Counter IED Integration Training Program (JCITP). Requirements include developing new curriculum/TTPs for the Joint Services; provide a venue for training, experimentation, and testing of new equipment and concepts; maintain a deployable capability in the field; facilitate individual, collective and strategic training; validate and propagate IED defeat TTPs and lessons learned into institutionalized doctrine; and facilitate fielding, and testing of new equipment and assisting in the development of concepts to enable joint forces to proactively defeat the IED threat. Also required are the development, installation, maintenance, and disposal of training environments to be used in conjunction with IED-related training classes.

The JCITP is supported under this TO and is currently being managed by JIEDDO JCOE as identified above. The management of JCITP may in the future move to another organization within DOD such as the Office of the Secretary of Defense (OSD) or may move to another Government agency such as Department of State. If the managing organization for JCITP moves to another DOD or Government agency, this BPA, and all the TOs under it, will be managed by the receiving organization within the scope identified above.

## **2.3 TASKS**

TOs will be competed on a FFP, T&M, and/or LH basis. This BPA is divided into an overarching program management task which is applicable to each TO under this BPA and four Task Areas listed below.

Task Area 1: Program Management

Task Area 2: C-IED Training

Task Area 3: Training Analysis Support

Task Area 4: Institutionalization of Lessons Learned (ILL)

Task Area 5: Short-Term Ad-Hoc Training Needs (ATN)

### **2.3.1 TASK 1: PROGRAM MANAGEMENT**

This includes the management and oversight of all activities performed by contractor personnel, including subcontractors, to satisfy the requirements identified in this BPA and resulting TOs.

The contractor shall provide program management support for each TO under this BPA. This includes the management and oversight of all activities performed by contractor personnel, including subcontractors, to satisfy the requirements identified in the TO Statements of Work (SOW). The contractor shall identify a Project Manager (PM) by name who shall provide management, direction, administration, quality control, and leadership of the execution of each TO.

**2.3.1.1 SUBTASK 1: COORDINATE A PROJECT KICK-OFF MEETING**

The contractor shall schedule, coordinate and hold a Project Kick-Off Meeting, for each TO under this BPA, at the location approved by the Government. The meeting will provide an introduction between the contractor personnel and Government personnel who will be involved with the TO. The meeting will provide the opportunity to discuss technical, management, and security issues, and travel authorization and reporting procedures. At a minimum, the attendees shall include Key contractor Personnel, representatives from the directorates, other relevant Government personnel, and the Federal Systems Integration and Management Center (FEDSIM) COR.

**2.3.1.2 SUBTASK 3: PREPARE TRIP REPORTS**

For each TO under this BPA if contractor travel is required, the Government will identify the need for a Trip Report when the request for travel is submitted. The contractor shall keep a summary of all long-distance travel including, but not limited to, the name of the employee, location of travel, duration of trip, and point of contact (POC) at travel location.

**2.3.1.3 OTHER REQUIREMENTS**

Other requirements (Subtasks) may be added to the Project Management Task for each TO under this BPA. Potentially additional requirements could consist of the requirement to execute a transition-in of a follow-on effort, transition-out a requirement to another contractor or the Government, required metrics (e.g. Accounting for Contract Services on Army TOs), meetings to enhance communications between the contractor (e.g. IPT Meetings, Technical Status Meetings, Conferences, Reviews), Government, status reports (e.g. Monthly Status Reports), and operational plans (Project Management Plan, Risk Management Plan, Integrated Master Schedule, Transition In/Out Plan).

**2.3.2 TASK 2: C-IED TRAINING**

The contractor shall provide threat awareness and a full spectrum of C-IED training. This includes training aids and equipment from books and video development up to a simulated urban village environment and scenario development all of which are required in support of the C-IED training.

**2.3.2.1 SUBTASK 1: INDIVIDUAL TRAINING**

The contractor shall provide C-IED training that focuses on the individual soldier.

**2.3.2.2 SUBTASK 2: COLLECTIVE TRAINING**

The contractor shall provide a full spectrum of C-IED training that focuses on the collective group (Platoon to Brigade).

### **2.3.2.3 SUBTASK 3: STRATEGIC TRAINING**

The contractor shall provide a full spectrum of strategic C-IED training that focuses on Division level and higher.

### **2.3.3 TASK 3: TRAINING ANALYSIS SUPPORT**

The contractor shall provide training analysis support to include:

- a. Analyzing training requirements.
- b. Analysis of emerging best practices and lessons learned to influence C-IED emerging doctrine and training curriculum.
- c. Training integration
- d. Provide recommendations to ensure the training scenarios and curriculums remains on track and the training unit is able to meet and achieve key objective.
- e. Training related documentation.
- f. Evaluating operational performance to assess vulnerabilities and areas for improvement in training approach, content, and execution.

### **2.3.4 TASK 4: INSTITUTIONALIZATION OF LESSONS LEARNED (ILL)**

The contractor shall provide support for ILL to include propagating enduring C-IED capabilities across the Joint Force, DOD, and other Federal agencies in order to preserve contemporary C-IED lessons learned and facilitate Joint C-IED interoperability while achieving economies of scale in implementation. The effort will also look at requirements from lessons learned that should be used to inform future force development and be considered for institutionalization.

### **2.3.5 TASK 5: SHORT-TERM (AD HOC) TRAINING NEEDS (ATN)**

The contractor shall provide short term support for services, training related items and supplies in support of JIEDDO/JCOE's mission to Attack the Network, Infrastructure Support, Defeat the Device, and Train the Force. Each ATN shall be a separate unique requirement meant to address essential and specific needs based on a variety of factors including: Training Gap Analysis, Training aid Identification, rapid changes in asymmetric threats, Independent Intelligence Analysis, and/or Field Operational Performance Evaluations.

## SECTION 2 –PERFORMANCE BASED STATEMENT OF WORK

Short-term ad hoc training needs include:

- a. Training support: Training support includes all training support services relative to the Joint Counter IED Integration Training Program (JCITP).
- b. Expert service support: Expert service support provides subject matter expertise to address specific intelligence resulting in training gaps.
- c. Training related logistical support: Training related logistical support includes conducting market research, technical analysis, purchase request, inventory control, receipt and shipping for designated equipment relative to JCITP and C-IED training. The contractor shall provide and maintain accountability for the issuance of materials and equipment utilized in support of the program, specific training requirements and special projects.
- d. Supplies and training aides: Supplies and training aides includes equipment, supplies, and materials relative to C-IED training support and scenario development for future and current training efforts. Supplies and training aides also include the development, installation, maintenance, and disposal of training environments to be used in conjunction with IED related training classes.

## SECTION 3 - PACKAGING AND MARKING

### **3.1 DELIVERABLES MEDIA**

The contractor shall provide virus-free electronic format deliverables and/or printed deliverables to the addresses identified in Section 6, or provide access to the contractor's secure portal for those deliveries that cannot be emailed.

### **3.2 MARKINGS FOR DELIVERY**

For printed and electronic deliverables, the contractor shall label each delivery with the BPA contract, Task Order Number, Project Title, and company name.

### **3.3 552.211-73 MARKING (FEB 1996)**

(a) General requirements. Interior packages, if any and exterior shipping containers shall be marked as specified elsewhere in the BPA/TO (See Section 3.2). Additional marking requirements may be specified on Orders issued under this Contract. If not otherwise specified, interior packages and exterior-shipping containers shall be marked in accordance with the following standards:

(1) Deliveries to civilian activities. Supplies shall be marked in accordance with Federal Standard 123, edition in effect on the date of issuance of the solicitation.

(2) Deliveries to military activities. Supplies shall be marked in accordance with Military Standards 129, edition in effect on the date of issuance of the solicitation.

(b) Improperly marked material. When Government inspection and acceptance are at destination, and delivered supplies are not marked in accordance with BPA/TO requirements, the Government has the right, without prior notice to the Contractor, to perform the required marking, by BPA/TO or otherwise, and charge the Contractor therefore the reasonable actual cost of that performance. This right is not exclusive, and is in addition to other rights or remedies provided for in this contract.

### **3.5 552.211-75 PRESERVATION, PACKAGING, AND PACKING (FEB 1996)**

Unless otherwise specified, all items shall be preserved, packaged, and packed in accordance with normal commercial practices, as defined in the applicable commodity specifications. Packaging and packing shall comply with the requirements of the Uniform Freight Classification and the National Motor Freight Classification (issue in effect at time of shipment) and each shipping container of each item in a shipment shall be of uniform size and content, except for residual quantities. Where special packing is specified in an order, but not specifically provided for by the contract, such packing details must be the subject of an agreement independently arrived at between the ordering agency and the Contractor.

### **3.6 552.211-77 PACKING LIST (FEB 1996)**

(a) A packing list or other suitable shipping document shall accompany each shipment and shall include:

- (1) Name and address of the consignor;
- (2) Name and complete address of the consignee;
- (3) Government Order or requisition number



### SECTION 3 - PACKAGING AND MARKING

- (4) Government bill of lading number covering the shipment (if any); and
  - (5) Description of the material shipped, including item number, quantity, number of containers, and packaging number (if any).
- (b) When payment will be made by Government commercial credit card, in addition to the information in (a) above, the packing list or shipping document shall include:
- (1) Cardholder name and telephone number and
  - (2) The term "Credit Card."

#### **4.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE**

This BPA incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Full text of a clause may be accessed electronically at this address: <http://www.arnet.gov>

52.246-2 INSPECTION OF SUPPLIES – FIXED PRICE (AUGUST 1996)  
52.246-4 INSPECTION OF SERVICES – FIXED PRICE (AUGUST 1996)  
52.246-15 CERTIFICATE OF CONFORMANCE (APR 1984)  
52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)

#### **4.2 PLACE OF INSPECTION AND ACCEPTANCE**

Inspection and acceptance of all work performance, reports and other deliverables under this BPA shall be performed by the JCITP TPOC at the primary place of performance address specified in Section 5 of each TO.

#### **4.3 SCOPE OF INSPECTION**

The Government, through its authorized representative, has the right, at all reasonable times, to inspect, or otherwise evaluate the work performed or being performed hereunder and shall notify the Contractor of unsatisfactory performance. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

All deliverables will be inspected for content, completeness, accuracy, and conformance to TO requirements by the JCITP TPOC. Inspection may include validation of information or software through the use of automated tools, testing, or inspections of the deliverables, as specified in individual TOs. The scope and nature of this inspection will be sufficiently comprehensive to ensure the completeness, quality, and adequacy of all deliverables.

The Government requires a period NTE 15 workdays after receipt of final deliverable items for inspection and acceptance or rejection.

#### **4.4 BASIS OF ACCEPTANCE**

The basis for acceptance shall be compliance with the requirements set forth in the individual TO and the contractor's proposal, and relevant terms and conditions of the BPA. Deliverable items rejected shall be corrected in accordance with the applicable clauses.

Reports, documents, and narrative-type deliverables will be accepted when all discrepancies, errors, or other deficiencies identified in writing by the Government have been corrected.

If the draft deliverable is adequate, the Government may accept the draft and provide comments for incorporation into the final version.

All of the Government's comments on deliverables must either be incorporated in the succeeding version of the deliverable, or the contractor must demonstrate to the Government's satisfaction why such comments should not be incorporated.

If the Government finds that a draft or final deliverable contains spelling errors, grammatical errors, or improper format, or otherwise does not conform to the requirements stated within this

## SECTION 4 - INSPECTION AND ACCEPTANCE

TO, the document may be immediately rejected without further review and returned to the contractor for correction and resubmission. If the contractor requires additional Government guidance to produce an acceptable draft, the contractor shall arrange a meeting with the JCITP TPOC and/or FEDSIM COR.

### **4.5 DRAFT DELIVERABLES**

Unless otherwise specified in individual TOs, the Government will provide written acceptance, comments, and/or change requests, if any, within 15 workdays from Government receipt of the draft deliverable.

Upon receipt of the Government comments, the contractor shall have ten workdays to incorporate the Government's comments and/or change requests and to resubmit the deliverable in its final form.

### **4.6 WRITTEN ACCEPTANCE/REJECTION BY THE GOVERNMENT**

Unless otherwise specified in individual TOs, the JCITP TPOC will provide written notification of acceptance or rejection of all final deliverables within 15 workdays. All notifications of rejection will be accompanied with an explanation of the specific deficiencies causing the rejection. If written notification of acceptance or rejection is not received by the contractor within 15 work days, the contractor shall not automatically assume the deliverable is accepted and shall contact the JCITP TPOC for clarification of the deliverable's status.

### **4.7 NON-CONFORMING PRODUCTS OR SERVICES**

Non-conforming products or services will be rejected. Unless otherwise specified in individual TOs, deficiencies will be corrected, by the contractor, within 10 workdays of the rejection notice. If the deficiencies cannot be corrected within 10 workdays, the contractor shall immediately notify the JCITP TPOC of the reason for the delay and provide a proposed corrective action plan.

For FFP deliverables, if the contractor does not provide products or services that conform to the requirements of this TO, the Government will not pay the fixed price associated with the non-conforming products or services.

## **5.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The contractors GSA MAS clauses are applicable into this BPA.

## **5.2 PERIOD OF PERFORMANCE**

The period of performance for this BPA is a one-year base period plus four, one-year options. The period of performance for TOs will be specified in the individual TO.

### **5.2.1 GSA FSS CONTRACT APPLICABILITY**

The performance period of this BPA may not extend beyond the Contractor's GSA MAS Contract(s) performance period. The Contractor shall have option provisions in its GSA MAS Contract(s) for the entire BPA period of performance at time of award.

## **5.3 PLACE OF PERFORMANCE**

The places of performance for TOs under this BPA include CONUS and OCONUS to include locations where the State Department has identified as requiring Danger Pay. Individual TOs will be more specific with respect to Place of Performance.

## **5.4 TASK ORDER SCHEDULE AND MILESTONE DATES**

Each TO shall specifically set forth the items to be delivered, the associated delivery date(s) and/or period of performance.

## **5.5 DELIVERABLES MEDIA**

The contractor shall deliver all electronic versions by email and removable electronic media, as well as placing in the JCOE JCITP designated repository. The following are the required electronic formats, whose versions must be compatible with the latest, commonly available version on the market.

- |                |                     |
|----------------|---------------------|
| • Text         | Microsoft (MS) Word |
| • Spreadsheets | MS Excel            |
| • Briefings    | MS PowerPoint       |
| • Drawings     | MS Visio            |
| • Schedules    | MS Project          |

## **5.6 PLACE(S) OF DELIVERY**

Unclassified deliverables and correspondence shall be delivered to the GSA COR and JCITP TPOC specified in individual TOs. Classified deliverables shall be delivered to the JCITP TPOC and notice of the delivery shall be provided to the GSA COR unless otherwise specified in individual task orders.

## **5.7 NOTICE REGARDING LATE DELIVERY/ PROBLEM NOTIFICATION REPORT (PNR)**

The contractor shall notify the FEDSIM COR via a Problem Notification Report (PNR) (Section 9 - List of Attachments, Attachment C) as soon as it becomes apparent to the contractor that a scheduled delivery will be late. The contractor shall include in the PNR the rationale for late delivery, the expected date for the delivery, and the project impact of the late delivery. The FEDSIM COR will review the new schedule and provide guidance to the contractor. Such notification in no way limits any Government contractual rights or remedies including, but not limited to, termination.

## **5.8 PUBLIC-RELEASE OF CONTRACT DOCUMENTS REQUIREMENT**

The contractor agrees to submit, within ten workdays from the date of the CO's execution of the initial TO, or any modification to the TO (exclusive of Saturdays, Sundays, and Federal holidays), a portable document format (PDF) file of the fully executed document with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole discretion of GSA. The contractor agrees to provide a detailed written statement specifying the basis for each of its proposed redactions, including the applicable exemption under the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and, in the case of FOIA Exemption 4, 5 U.S.C. § 552(b)(4), shall demonstrate why the information is considered to be a trade secret or commercial or financial information that is privileged or confidential. Information provided by the contractor in response to the BPA/TO requirement may itself be subject to disclosure under the FOIA. Submission of the proposed redactions constitutes concurrence of release under FOIA.

GSA will carefully consider all of the contractor's proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information in such executed documents may be properly withheld.

## **6.1 CONTRACTING OFFICER'S REPRESENTATIVE (COR)**

The CO will appoint a COR in writing for each TO through a COR Appointment Letter that will be provided to the contractor upon award (Section 9, Attachment A). The COR will receive, for the Government, all work called for by the TO and will represent the CO in the technical phases of the work. The COR will provide no supervisory or instructional assistance to contractor personnel.

The COR is not authorized to change any of the terms and conditions, scope, schedule, and price of the BPA or TO. Changes in the scope of work will be made only by the CO by properly executed modifications to the BPA or TO.

### **6.1.1 BPA ADMINISTRATION**

Contracting Officer:

Julio A. Almazan  
GSA FAS AAS FEDSIM  
1800 F Street, NW  
Suite 3100  
Washington D.C. 20405  
Telephone: (202) 595-4153  
Email: andres.almazan@gsa.gov

Contracting Officer's Representative:

Ibrahiim Kent  
GSA FAS AAS FEDSIM  
1800 F Street, NW  
Suite 3100  
Washington D.C. 20405  
Telephone: (703) 605-9539  
Email: ibrahiim.kent@gsa.gov

Technical Point of Contact:

Provided after award.

## **6.2 INVOICE SUBMISSION**

The contractor shall submit Requests for Payments in accordance with the format contained in General Services Administration Acquisition Manual (GSAM) 552.232-25, PROMPT PAYMENT (NOV 2009), to be considered proper for payment. In addition, the following data elements shall be included on each invoice.

Task Order number: (from GSA Form 300, Block 2)  
Paying Number: (ACT/DAC NO.) (From GSA Form 300, Block 4)  
FEDSIM Project No.: (identified in individual TOs)  
Project Title: (identified in individual TOs)

## SECTION 6 - CONTRACT ADMINISTRATION DATA

The contractor shall certify with a signed and dated statement that the invoice is correct and proper for payment.

The contractor shall provide invoice backup data in accordance with the contract type, including detail such as labor categories, rates, and quantities of labor hours per labor category.

The contractor shall submit invoices as follows:

The contractor shall utilize FEDSIM's electronic Tracking and Ordering System (TOS) to submit invoices. The contractor shall submit invoices electronically by logging onto the following link (requires Internet Explorer to access the link): <https://portal.fas.gsa.gov>

Select *Vendor Support*, log in using your assigned I.D. and password, then click on *Create Invoice*. The TOS Help Desk should be contacted for support at 877-472-4877 (toll free). By utilizing this method, no paper copy of the invoice shall be submitted to GSA FEDSIM or the GSA Finance Center. However, the Contractor shall provide an electronic copy of the invoice (draft or final) to both the FEDSIM COR and the JCITP TPOC listed in the TO prior to submission in TOS.

### **6.3 INVOICE REQUIREMENTS**

#### **6.3.1 LABOR HOUR (LH) AND TIME-AND-MATERIAL (T&M) CLINs (for LABOR)**

For LH and T&M task orders, the contractor may invoice monthly on the basis of hours incurred for the LH CLINs and hours/materials incurred for the T&M CLINs. The invoice shall include the period of performance covered by the invoice and the CLIN number and title. All hours and materials shall be reported by CLIN element (as shown in Section 1 – Supplies or Services and Price/Costs), by contractor employee, and shall be provided for the current billing month and in total from project inception to date. The contractor shall provide the invoice data in spreadsheet form with the following detailed information. The listing shall include separate columns and totals for the current invoice period and the project to date.

- a. Employee name (current and past employees)
- b. Employee company labor category
- c. Employee labor category
- d. Monthly and total cumulative hours worked
- e. Corresponding schedule rate
- f. Hours/Materials incurred not billed

#### **6.3.2 FIRM-FIXED-PRICE (FFP) CLINs**

The contractor may invoice as stated in Section 1 – Supplies or Services and Price/Costs for the FFP CLINs. The invoice shall include the period of performance or deliverable/progress payment period) covered by the invoice and the CLIN number and title. The invoice shall be reported by CLIN element (as shown in Section 1 – Supplies or Services and Price/Costs) and shall be provided for the current invoice period, and in total from project inception to date. The contractor shall provide the invoice data in spreadsheet form with the following detailed information. The listing shall include separate columns and totals for the current invoice period and the project to date.



## SECTION 6 - CONTRACT ADMINISTRATION DATA

- a. FFP ( period of performance or deliverable/progress payment period – as stated in Section 1 – Supplies or Services and Price/Costs)

### **6.3.3 TRAVEL, MATERIALS AND ODCS**

Individual TOs under this BPA may have Travel, Materials, and ODC requirements. TOs under this BPA Travel, Materials, and ODC requirements will identify invoice requirements for each requirement.

#### **6.3.3.1 TRAVEL**

The requirement for travel will be identified in each TO.

#### **6.3.3.2 MATERIALS**

The requirement for materials will be identified in each TO.

#### **6.3.3.3 ODCs**

The requirement for Open Market ODCs will be identified in each TO. Cumulative ODCs for a TO cannot exceed \$3,000.

### **6.4 TECHNICAL POINT OF CONTACT (TPOC)**

The TPOC will serve as the JCOE single Point of Contact (POC) for all technical matters relating to the BPA. There may be additional TPOCs corresponding to specific TOs. The CO will appoint a Technical Point of Contact (TPOC) to act in coordination with the COR, to monitor the Contractor's performance to ensure that all of the technical requirements under the BPA/TO are met. The TPOC will provide technical guidance for technical phases of the work. The TPOC will provide no supervisory or instructional assistance to Contractor personnel.

The TPOC is not authorized to change any of the terms and conditions of the Contract. Changes in the scope of work will be made only by the CO via properly executed modifications to the contract.

### **6.5 BPA TASK ORDER PROCESS**

The GSA will issue TOs under the BPA pursuant to the procedures in FAR 8.4 and this section (6.5, 6.5.1, 6.5.2, and 6.5.3) of the BPA. Any number of TOs may be issued during the performance period of this BPA; it is understood and agreed that the Government has no obligation to issue any TOs. The contractor agrees to accept and perform TOs issued by a GSA Warranted CO within the scope of this agreement. In the event of a conflict between a TO, the BPA, or the Contractor's GSA MAS contract, the GSA MAS contract shall control.

#### **6.5.1 TASK ORDER REQUEST FOR QUOTE (TORFQ)**

Each individual TORFQ may be FFP, LH, T&M, or any combination of the three. The TORFQ may include specific metrics and quality assurance methods (if applicable).

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All TORFQs will incorporate all terms and conditions of the BPA. In addition, the proposed TORFQ will include the following to the extent applicable to individual TOs:

- a. An SOW or other performance-based work statement describing the work to be performed, the deliverables, the period of performance, Government POCs, description of marking information, data rights, inspection and acceptance of services, security requirements, and Government-Furnished Information / Property, as applicable.
- b. The submission date/time and the method of delivery for quotes.
- c. Specific instructions on what to include in the quote submission. This may include, but is not limited to, oral presentations and written responses summarizing technical and price approaches.
- d. Evaluation factors and their relative order of importance.
- e. Urgent vs. non-urgent.
- f. Other information deemed appropriate.

### **6.5.2 TASK ORDER QUOTE SUBMISSION**

Contractors shall be capable of meeting both the urgent and the non-urgent submission requirements identified below. Urgent requirement quotes are due within three workdays of issuance of the TORFQ and non-urgent requirements are due within ten workdays of issuance of the TORFQ. All Contractors under the BPA are strongly encouraged to bid on TORFQs that are issued by the Government.

Urgent requirements are defined as those requirements that have either an impact on the road to war, critical theater operations or immediate national or international security needs

At a minimum, the quote shall include:

- a. **Price:** The quote may include a detailed cost per hour of all labor required to accomplish the tasks as set forth in the TORFQ or be a fixed price quote with sufficient information to substantiate the price quoted. At a minimum, pricing shall be the most current GSA Schedule price less the established BPA discounts. The BPA Team (Leader / Member(s)) shall provide rates for work at their facility (off-site) as well as at the Government's facility (on-site) as applicable/established under the Team member's GSA Schedule. If additional labor categories are added to the GSA Schedule, they shall also be available for task orders written under this BPA. These labor categories must be added to the BPA via modification prior to inclusion within a task order. The discounts offered do not preclude the Contractor (BPA Team Leader/Member(s)) from offering or the Government requesting, further price reductions in accordance with commercial practices, market forces, and volume buying at the time of placing task orders.
- b. **Statement disclosing any known or expected conflicts of interest pursuant to FAR 9.5:** However, the quote may also require the submission of the following information (the Government is not limited to the below list and may require other information):
  1. Technical information (e.g., technical approach, including team partners and experience as required by the TORFQ).

## SECTION 6 - CONTRACT ADMINISTRATION DATA

2. Technical data, computer software, and computer software documentation, if applicable, as required in reference to meeting the needs of the statement of work in the TORFQ.
3. Corporate Experience or Past Performance.
4. Proposed Key Personnel.
5. Proposed Performance Work Statement (if a SOO is issued).
6. Proposed Additional Discounts against the schedule labor rates.
7. Proposed Incentives and Disincentives (the contractor must review each TORFQ upon issuance to prepare its quote to reflect any appropriate incentive provisions)

### **6.5.3 TORFQ EVALUATION**

The Government will evaluate responses against evaluation criteria contained in the proposed TORFQ. The Government's award decision will be based on best value to the Government, price and other factors considered, unless otherwise specified in the TORFQ.

## SECTION 7 - SPECIAL CONTRACT REQUIREMENTS

### **7.1 PERSONNEL**

Personnel, both Key and non-Key, assigned to work on the BPA must be acceptable to the Government in terms of capabilities and professional qualifications. Should the continued assignment to a BPA TO of any person in the contractor's organization be deemed by the Government to conflict with the interests of the Government, the contractor shall be required to remove that person from the assignment and replace him/her with an acceptable person.

The contractor shall provide staffing necessary to complete the work within the period of performance specified in each BPA TO.

Individual BPA TOs may require specific types of experience or industry certifications needed for a specific project. Any experience or industry certifications identified may be either mandatory or desirable.

#### **7.1.2 KEY PERSONNEL**

The contractor shall propose appropriate personnel and labor categories for Key Personnel positions. The contractor shall propose appropriate levels of support for each TO and the Government will evaluate the proposed personnel on a TO basis to determine that the levels of support proposed are commensurate with the required work.

The minimum Key Personnel requirements for each TO under this BPA is a Program Manager. Additional Key Personnel requirements may be specified by the Government in individual TOs.

#### **7.1.3 KEY PERSONNEL SUBSTITUTION**

The contractor shall not replace any personnel designated as Key Personnel without the written concurrence of the CO. Prior to utilizing other than personnel specified in proposals in response to a TORFQ, the contractor shall notify the Government CO and the COR of the existing TO. This notification shall be no later than ten calendar days in advance of any proposed substitution and shall include justification (including resume(s) and labor category of proposed substitution(s)) in sufficient detail to permit evaluation of the impact on TO performance.

Substitute personnel qualifications shall be equal to, or greater than, those of the personnel being substituted. If the Government CO and the COR determine that a proposed substitute personnel is unacceptable, or that the reduction of effort would be so substantial as to impair the successful performance of the work under the TO, the contractor may be subject to default action as prescribed by FAR 52.249-8, Default (Fixed-Price Supply and Service).

## SECTION 7 - SPECIAL CONTRACT REQUIREMENTS

### **7.2 GOVERNMENT-FURNISHED PROPERTY (GFP)**

All Government-furnished items will be identified in individual BPA TOs as applicable. If any given BPA TO issued under the BPA requires work to be performed on the Government's site, the Government will provide office work space, office automation equipment, telephones, office supplies and furnishings for contractor personnel unless authorized by the CO to deviate from this requirement.

#### **7.2.1 CONTRACTOR RESPONSIBILITY FOR ASSIGNED SPACE, EQUIPMENT, AND SUPPLIES**

If, due to the fault or neglect of the contractor, its agents, or employees, damage occurs to any Government property, equipment, stock, or supplies during the performance of this BPA, on site, the contractor shall be responsible for such loss or damage and the Government, at its option, may either require the contractor to replace all damaged property or to reimburse the Government for full value of the lost or damaged property.

The contractor is responsible for maintaining all Government-provided assigned space(s) in a clean and orderly fashion during the course of this BPA. All telephones at the Government's site are for conducting official Government business only.

#### **7.2.2 TRANSPORTATION OF GOVERNMENT-FURNISHED PROPERTY (GFP)**

The contractor shall be responsible for transporting all GFP between the Government site and the contractor's place of performance. Pickup and delivery of all materials shall be in accordance with the schedule defined for each specific TO.

#### **7.2.3 VALIDATION OF GOVERNMENT-FURNISHED INFORMATION/PROPERTY**

The following procedures apply to the validation of GFP:

- a. Within three workdays of receipt of any GFI/GFP, the contractor shall validate the accuracy of the materials and notify the Government of any discrepancies.
- b. Validation shall consist of the contractor checking for physical and logical completeness and accuracy. Physical completeness and accuracy shall be determined when all Government-furnished materials are provided. Logical completeness and accuracy shall be determined when all materials associated with a program, system, or work packages are provided.
- c. GFP errors or discrepancies shall be consolidated and the Government notified in writing.

The contractor shall protect from unauthorized disclosure any materials or information made available by the Government, or materials or information that the contractor has access to by virtue of the provisions of this BPA, that are not intended for public disclosure.

The materials and information made available to the contractor by the Government, or that the contractor comes into contact with in completing this BPA, are the exclusive property of the Government. The contractor shall return to the Government all materials (copies included) that were furnished to the contractor by the Government in the performance of this BPA.

## SECTION 7 - SPECIAL CONTRACT REQUIREMENTS

### **7.3 GOVERNMENT-FURNISHED INFORMATION (GFI)**

See individual TOs for GFI being furnished to the contractor.

### **7.4 SECURITY REQUIREMENTS**

The minimum level of security clearance under the BPA is a Top Secret Facility Clearance with a Secret security clearance requirement for Safeguarding. Individual TOs may require security clearances that exceed the minimum clearance levels under the BPA. Only those offerors that meet the required security clearance levels on individual TOs shall be eligible to compete. When classified work is required on an individual TO, the Contract Security Classification Specification (DD Form 254) will be issued to the contractor. The contractor shall ensure all contractor personnel are properly submitted for appropriate clearances in accordance with DD254.

The contractor will be responsible for providing personnel with appropriate security clearances to ensure compliance with Government security regulations as specified on individual TOs. The contractor shall fully cooperate on all security checks and investigations by furnishing requested information to verify the contractor employee's trustworthiness and suitability for the position. Clearances may require Special Background Investigations (SBI), Sensitive Compartmented Information (SCI) access, or clearance for restricted data.

### **7.5 LOGISTICAL SUPPORT PRIVILEGES**

As specified on individual TOs, contractors may be required to provide logistical support in OCONUS areas. Individual TOs will specify whether Status of Forces Agreements (SOFAs) for foreign jurisdictions will apply and will be processed for foreign tax exemption purposes. At the discretion of the Military Theatre Commander, the Government may provide, but is not limited to, use of the following:

- a. Military or other U.S. Government Clubs, exchanges, or other non-appropriated fund organizations.
- b. Military or other U.S. Government commissary stores.
- c. Military or other U.S. Government postal facilities.
- d. Utilities and services in accordance with priorities, rates or tariffs established by military or other U.S. Government agencies.
- e. Military Payment Certificate (MPC), where applicable.
- f. Military or other U.S. Government banking facilities.
- g. Military or other U.S. Government provided telephones, lines, and services with direct dialing capability and access to the Defense Switched Network (DSN), (formerly AUTOVON). The precedence of usage shall be coincident with the urgency of the requirement and in accordance with Government and Military regulations.

## SECTION 7 - SPECIAL CONTRACT REQUIREMENTS

### **7.6 ORGANIZATIONAL CONFLICT OF INTEREST AND NON-DISCLOSURE REQUIREMENTS**

#### **7.6.1 ORGANIZATIONAL CONFLICT OF INTEREST**

If the contractor has or is currently providing support or anticipates providing support to JIEDDO JCOE that creates or represents an actual or potential organizational conflict of interest (OCI), the contractor shall immediately disclose this actual or potential OCI in accordance with FAR Subpart 9.5. The contractor is also required to complete and sign an Organizational Conflict of Interest Statement in which the contractor (and any subcontractors, consultants or teaming partners) agrees to disclose information concerning the actual or potential conflict with any quote for any solicitation relating to any work in the TO. All actual or potential OCI situations shall be handled in accordance with FAR Subpart 9.5.

#### **7.6.2 NON-DISCLOSURE REQUIREMENTS**

If the contractor acts on behalf of, or provides advice with respect to any phase of an agency procurement, as defined in FAR 3.104-4, then the contractor shall ensure that all its personnel (to include subcontractors, teaming partners, and consultants) who will be personally and substantially involved in the performance of the TO:

- a. Execute and submit an Corporate Non-Disclosure Agreement (NDA) Form (Section 9 - List of Attachments, Attachment G) prior to the commencement of any work on the TO, and
- b. Are instructed in the FAR 3.104 requirements for disclosure, protection, and marking of contractor bid or quote information, or source selection information.

All proposed replacement contractor personnel also must submit a Non-Disclosure Agreement and be instructed in the requirements of FAR 3.104. Any information provided by contractors in the performance of this TO or obtained by the Government is only to be used in the performance of the TO. The contractor shall put in place appropriate procedures for the protection of such information and shall be liable to the Government for any misuse or unauthorized disclosure of such information by its personnel, as defined above.

### **7.7 SECTION 508 COMPLIANCE REQUIREMENTS**

Unless the Government invokes an exemption, on individual TOs, all Electronic and Information Technology (EIT) products and services proposed shall fully comply with Section 508 of the Rehabilitation Act of 1973, per the 1998 Amendments, 29 United States Code (U.S.C.) 794d, and the Architectural and Transportation Barriers Compliance Board's Electronic and Information Technology Accessibility Standards at 36 Code of Federal Regulations (CFR) 1194. The contractor shall identify all EIT products and services proposed, identify the technical standards applicable to all products and services proposed, and state the degree of compliance with the applicable standards. Additionally, the contractor must clearly indicate where the information pertaining to Section 508 compliance can be found (e.g., Vendor's or other exact web page location). The contractor must ensure that the list is easily accessible by typical users beginning at time of award.



## SECTION 7 - SPECIAL CONTRACT REQUIREMENTS

### **7.8 TRAVEL**

#### **7.8.1 TRAVEL REGULATIONS**

Contractor costs for travel will be reimbursed at the limits set in the following regulations (see FAR 31.205-46):

- a. Federal Travel Regulations (FTR) - prescribed by the GSA, for travel in the contiguous U.S.
- b. Joint Travel Regulations (JTR), Volume 2, Department of Defense (DOD) Civilian Personnel, Appendix A - prescribed by the DOD, for travel in Alaska, Hawaii, and outlying areas of the U.S.
- c. Department of State Standardized Regulations (DSSR) (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas" - prescribed by the Department of State, for travel in areas not covered in the FTR or JTR.

#### **7.8.2 TRAVEL AUTHORIZATION REQUESTS**

Prior to any long-distance travel (greater than 50 miles from the primary place of performance for each TO and not related to daily commute), the contractor shall prepare a Travel Authorization Request in accordance with (IAW) JIEDDO JCOE travel SOPs for TO-specific JCITP TPOC endorsement and FEDSIM COR approval. The contractor shall use only the minimum number of travelers and rental cars needed to accomplish the task(s). Travel shall be scheduled during normal duty hours whenever possible. Notification shall include, at a minimum, the number of persons in the party, traveler name, and destination, duration of stay, purpose, and estimated cost.

Requests for travel approval shall contain:

- a. Date, time and points of departure.
- b. Destination, time and dates of arrival.
- c. Name of each contractor employee and position title.
- d. Include a description of the travel proposed including a statement as to purpose.
- e. Estimated cost.
- f. Be summarized by traveler.
- g. Identify the BPA and TO numbers.
- h. Identify the CLIN(s) and Interagency Agreement number associated with the travel.
- i. Normally be submitted at least ten days in advance of the travel to permit review and approval.

### **7.9 MATERIALS AND/OR ODCs**

Materials and ODCs are defined as follows:

- Materials - Hardware and/or software critical and related to the services being acquired under contractor's GSA Schedule.
- ODCs - Ancillary supplies critical and related to the services being acquired in the Open Market (limited to \$3,000 per TO).

## SECTION 7 - SPECIAL CONTRACT REQUIREMENTS

The Government may require the contractor to purchase hardware, software, and related supplies critical and related to the services being acquired under BPA TOs. Such requirements will be identified at the time a TOR is issued or may be identified during the course of a TO by the Government or the contractor. If the contractor initiates a purchase within the scope of this TO it shall submit to the CO a Consent to Purchase (CTP). The CTP shall include the purpose, specific items, estimated cost, cost comparison, and rationale. The contractor shall not make any purchases without an approved CTP from the CO.

### **7.10 TRANSFER OF HARDWARE/SOFTWARE MAINTENANCE AGREEMENTS**

If the contractor acquires hardware/software maintenance support during a TO, all licenses and/or contractual rights to receive title shall be turned over to the Government upon payment for the support.

### **7.11 CONTRACTOR IDENTIFICATION**

As stated in 48 CFR 211.106, Purchase Descriptions for Service Contracts, contractor personnel shall identify themselves as contractor personnel by introducing themselves or being introduced as contractor personnel and by displaying distinguishing badges or other visible identification for meetings with Government personnel. Contractor personnel shall appropriately identify themselves as contractor employees in telephone conversations and in formal and informal written correspondence.

### **7.12 INTELLECTUAL PROPERTY RIGHTS**

The existence of any patent, patent application or other intellectual property right that encumbers any deliverable must be disclosed in writing on the cover letter that accompanies the delivery. If no such disclosures are provided, the data rights provisions in FAR 52.227-14 apply.

#### **7.12.1 DATA RIGHTS**

All Government materials currently in place under this BPA are the property of the U.S. Government. The Government will have unlimited rights to all materials developed under this BPA. The applicable data rights and data clauses will be in the solicitation. The applicable data rights and data clauses will be in the solicitation.

The following Defense Federal Acquisition Regulation Supplement (DFARS) will be included in the TO by reference:

252.227-7013:	Rights in Technical Data - Noncommercial Items	JUN 2013
252.227-7014:	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	MAY 2013
252.227-7015:	Technical Data - Commercial Items	JUN 2013

## SECTION 7 - SPECIAL CONTRACT REQUIREMENTS

### **7.13 ENERGY STAR AND FEMP-DESIGNATED ENERGY EFFICIENT PRODUCTS**

The Energy Policy Act (EPA) of 2005 requires Federal agencies to purchase Energy Star and Federal Energy Management Program (FEMP)-designated energy efficient products. The contractor shall provide products that earn the Energy Star and meet the Energy Star specifications for energy efficiency. The contractor is encouraged to visit [energystar.gov](http://energystar.gov) for complete product specifications and updated lists of qualifying products.

Additionally, the Energy Independence and Security Act of 2007 (EISA) requires Federal agencies to purchase products that use low wattage during standby mode. The contractor shall use low wattage products wherever possible or as required under this TO.

The Electronic Product Environmental Assessment Tool (EPEAT) was created to define what it means for electronic products to be “environmentally preferable. The EPEAT standard has three tiers: Bronze, Silver, and Gold. Bronze means the product meets the mandatory criteria, Silver means the product meets the mandatory criteria plus 50% of the optional criteria, and Gold means the products meets the mandatory criteria plus 75% of the optional criteria. GSA’s policy is to purchase EPEAT-Silver products and encourages its contractors to do the same. The contractor shall ensure that for those products covered by an EPEAT standard, 95% of the products are EPEAT-registered.

### **7.14 DEPLOYMENT REQUIREMENTS**

The requirements of this BPA have been identified by the U.S. Government as being essential to the mission and operational readiness of the U.S. Armed Services operating worldwide; therefore, the contractor may be required to perform BPA TOs during crisis situations (including war or a state of emergency), contingencies, or exercises in the identified area of operations, also known as theatre of operations, subject to the requirements and provisions listed below. These requirements apply to all personnel deployed to the Area of Responsibility (AOR), regardless if they are temporary travelers or permanently deployed.

The contractor shall be responsible for performing all requirements of BPA TOs notwithstanding crisis situations, contingencies, or exercises, including, but not limited to, the existence of any state of war, whether declared or undeclared, or state of emergency, by the U.S. or the host nation, commencement of hostilities, internal strife, rioting, civil disturbances, or activities of any type which would endanger the welfare and security of U.S. Forces in the host nation. Failure by the contractor to perform may subject the contractor to a termination of BPA TOs for cause.

Specific deployment requirements (if applicable) will be specified on individual TOs.

### **7.15 CONTRACTOR TRAINING**

The contractor shall provide fully trained and experienced technical and lead personnel required for performance. Training at Government expense will not be authorized for replacement personnel or for the purpose of keeping contractor personnel abreast of advances in the state-of-the-art or for training contractor employees on equipment, computer languages, and computer operating systems that are available on the commercial market.

## SECTION 7 - SPECIAL CONTRACT REQUIREMENTS

### **7.16 PRIVACY REQUIREMENTS**

Work on this project may require that contractor personnel have access to Privacy Act and other sensitive information. The contractor shall adhere to the Privacy Act, Title 5 of the United States Code, section 552a and applicable GSA, DOD, and Army rules and regulations, and JIEDDO JCOE policies and procedures. Contractor personnel shall not divulge or release privacy data or information developed or obtained in the performance of this contract, until made public or specifically authorized by the Government. The contractor shall not use, disclose, or reproduce third-party companies' propriety data, other than as authorized and required in performance of this contract. Personnel working on this project shall sign a non-disclosure agreement immediately upon their start on the project. The contractor's procedures for protecting against unauthorized disclosure of information shall not require DOD employees or members of the Armed Forces to relinquish control of their work product, whether classified or not, to the contractor.

### **7.17 GOVERNMENT LIABILITY**

The Government will not be liable for any injury to the contractor's personnel or damage to the contractor's property unless such injury or damage is due to negligence on the part of the Government and is recoverable under the Federal Torts Claims Act, or pursuant to another Federal statutory authority.

### **7.18 ALTERNATE DISPUTE RESOLUTION**

Alternate Dispute Resolution (ADR) procedures increase the opportunity for relatively inexpensive and expeditious resolution of issues in controversy. These procedures may be used at any time that the CO has authority to resolve the issue in controversy. If the contractor submits a claim, ADR procedures may be applied to all or part of the claim. The contractor must certify its claim in accordance with FAR 33.207. When ADR procedures are used after the issuance of a CO's final decision, the time limitations or procedural requirements for filing an appeal of the CO's final decision are not altered.

## SECTION 8 - CONTRACT CLAUSES

### **8.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This TO incorporates one or more clauses by reference with the same force and effect as if they were given in full text. Upon request the CO will make their full text available. Also, the full text of a provision may be accessed electronically at:

FAR website: <http://www.arnet.gov/far>

#### **8.1.1 FEDERAL ACQUISITION REGULATION (48 CHAPTER 1) CLAUSES**

<b>Clause No</b>	<b>Clause Title</b>	<b>Date</b>
52.202-1	Definitions	(Jul 2004)
52.203-3	Gratuities	(Apr 1984)
52.203-5	Covenant against Contingent Fees	(Apr 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government	(Sep 2006)
52.203-7	Anti-Kickback Procedures	(Oct 2010)
52.203-8	Cancellation, Rescission, and Recovery Of Funds for Illegal or Improper Activity	(Jan 1997)
52.203-10	Price or Fee Adjustment of Illegal or Improper Activity	(Jan 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	(Oct 2010)
52.203-13	Contractor Code of Business Ethics and Conduct	(Apr 2010)
52.203-14	Display of Hotline Poster(s)	(Dec 2007)
52.204-2	Security Requirements	(Aug 1996)
52.204-3	Taxpayer Identification	(Oct 1998)
52.204-4	Printing/copying double-Sided on Recycled Paper	(May 2011)
52.204-7	System for Award Management	(Jul 2013)
52.204.10	Reporting Executive Compensation and First Tier Subcontract Awards	(Jul 2010)
52.204-13	System for Award Management Maintenance	(Jul 2013)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractor's Debarred, Suspended, or Proposed for Debarment	(Sep 2006)
52.211-6	Brand Name or Equal	(Aug 1999)
52.211-14	Notice of Priority Rating for National Defense, Emergency Preparedness and Energy Use Program	(Apr 2008)
52.215-2	Audit and Records – Negotiation with Alternate III	(Oct 2010)
52.215-8	Order of Precedence Uniform Contract Format Modification	(Oct 1997)
52.215-19	Notification of Ownership Changes	(Oct 1997)
52.217-5	Payment of Options	(Jul 1990)
52.217-9	Option To Extend the Term of the Contract 90 Days	(Mar 2000)
52.219-1	Small Business Program Representations	(May 2004)
52.219-3	Notice of Total HUBZone Set-Aside or Sole Source Award	(Nov 2011)
52.219-6	Notice of Total Small Business Set-Aside	(Nov 2011)
52.219-8	Utilization of Small Business Concerns	(May 2004)

## SECTION 8 - CONTRACT CLAUSES

<b>Clause No</b>	<b>Clause Title</b>	<b>Date</b>
52.219-9	Small Business Subcontracting Plan	(Oct 2010)
52.219-13	Notice of Set-Aside of Orders	(Nov 2011)
52.219-14	Limitations on Subcontracting	(Dec 1996)
52.219-27	Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside	(Nov 2011)
52.219-29	Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns	(Nov 2011)
52.219-30	Notice of Total Set-Aside for Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program	(Nov 2011)
52.222-2	Payment of Overtime Premiums	(Jul 1990)
52.222-3	Convict Labor	(Jun 2003)
52.222-19	Child Labor – Cooperation with Authorities and Remedies	(Jul 2010)
52.222-21	Prohibition of Segregated Facilities	(Feb 1999)
52.222-24	Pre-award On-Site Equal Opportunity Compliance Evaluation	(Feb 1999)
52.222-26	Equal Opportunity	(Mar 2007)
52.222-35	Equal Opportunity for Special Disabled and Vietnam Era Veterans	(Sep 2010)
52.222-36	Affirmative Action for Handicapped Workers	(Jun 1998)
52.222-37	Employment reports on Special Disabled Veterans and Veterans of the Vietnam Era	(Dec 2001)
52.222-50	Combating Trafficking in Persons)	(Feb 2009)
52.223-6	Drug Free Workplace	(May 2001)
52.223-16	IEE 1680 Standard for the Environmental Assessment of Personal Computer Products	(Dec 2007)
52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts	(May 2008)
52.225-2	Buy America Act Certificate	(Feb 2009)
52.225-6	Trade Agreements Certificate	(Jan 2005)
52.225-13	Restriction on Certain Foreign Purchases	(Jun 2008)
52.227-14	Rights in Data – General—Alternate V	(Dec 2007)
52.227-15	Representations of limited rights Data and Restricted Computer Software	(Dec 2007)
52.227-23	Rights to Proposal Data (Technical)	(Jun 1987)
52.228-3	Worker's Compensation Insurance (Defense Base Act)	(Apr 1984)
52.228-5	Insurance-Work on a Government Installation	(Jan 1997)
52.229-4	Federal, State, and Local Taxes (State and Local Adjustments)	(Apr 2003)
52.232-8	Discounts for Prompt Payment	(Feb 2002)
52.232-18	Availability of Funds	(Apr 1984)
52.232-22	Limitation of Funds	(Apr 1984)

## SECTION 8 - CONTRACT CLAUSES

Clause No	Clause Title	Date
52.232-23	Assignment of Claims	(Jan 1986)
52.232-25	Prompt Payment	(Oct 2008)
52.232-33	Payment by Electronic Funds Transfer – Central Contractor Registration	(Oct 2003)
52.233-1	Disputes – Alternate I	(Jul 2002)
52.233-4	Applicable Law for Breach of Contract Claim	(Oct 2004)
52.234-2	Notice of Earned Value Management System – Pre-Award IBR	(Jul 2006)
52.234-3	Notice of Earned Value Management System – Post-Award IBR	(Jul 2006)
52.234-4	Earned Value Management System	(Jul 2006)
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	(Apr 1984)
52.239-1	Privacy or Security Safeguards Privacy or Security Safeguards	(Aug 1996)
52.242-13	Bankruptcy	(Jul 1995)
52.244-6	Subcontract For Commercial Items	(Oct 2010)
52.245-1	Government Property	(Aug 2010)
52.246-4	Inspection of Services (Fixed Price)	(Aug 1996)
52.246-11	Higher –level contract quality requirement	(Feb 1999)
52.246-15	Certificate of Conformance	(Apr 1984)
52.246-25	Limitation of Liability – Services	(Feb 1997)
52.251-2	Interagency Fleet management System Vehicles and Related Services	(Jan 1991)
52.252-2	Solicitation Provisions Incorporated by Reference	(Feb 1998)

### **8.1.2 FAR CLAUSES IN FULL TEXT**

#### **52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates establishment of multiple BPAs resulting from this solicitation.

#### **52.216-18 ORDERING. (OCT 1995)**

(a) Any supplies and services to be furnished under this BPA shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the BPA. Such orders may be issued from the effective date of the BPA through the end of the BPA period of performance.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the Schedule contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

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MOD PA01



## SECTION 8 - CONTRACT CLAUSES

### **52.216-19 ORDER LIMITATIONS. (OCT 1995)**

(a) Minimum order. When the Government requires supplies or services covered by this BPA in an amount of less than **\$100,000.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the BPA.

(b) Maximum order. The Contractor is not obligated to honor --

(1) Any order for a single item in excess of \_\_\$150 million

(2) Any order for a combination of items in excess of \_\_\$150 million\_\_\_\_\_; or

(3) A series of orders from the same ordering office within \_\_2\_\_\_\_ days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within \_\_10\_\_ days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

### **52.217-8 OPTION TO EXTEND SERVICES (AUG 1989)**

The Government may require continued performance of any services within the limits and at the rates specified in the BPA. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor 30 days, prior to BPA expiration.

### **52.251-1 GOVERNMENT SUPPLY SOURCES (APR 2012)**

The Contracting Officer may issue the Contractor an authorization to use Government supply sources in the performance of this contract. Title to all property acquired by the Contractor under such an authorization shall vest in the Government unless otherwise specified in the contract. The provisions of the clause at FAR 52.245-1, Government Property, apply to all property acquired under such authorization. This shall be specified in individual TORFQs.

### **8.2 GENERAL SERVICES ADMINISTRATION ACQUISITION MANUAL (GSAM) CLAUSES INCORPORATED BY REFERENCE**

The full text of a provision may be accessed electronically at:

GSAM website: <https://www.acquisition.gov/gsam/gsam.html>

## SECTION 8 - CONTRACT CLAUSES

Clause No	Clause Title	Date
552.232.25	Prompt Payment	(Nov 2009)

### **8.3 DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENTS (DFARS) CLAUSES INCORPORATED BY REFERENCE**

The full text of a provision may be accessed electronically at:

Defense Procurement website: [www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html](http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html)

Clause No	Clause Title	Date
252.204-7004	Alternate A, System for Award Management	(May 2013)
252.204-7008	Requirements for Contracts Involving, Export Controlled Items	(June 1995)
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	(Aug 2012)
252.227-7013	Rights in Technical Data - Noncommercial Items	(Jun 2013)
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	(May 2013)
252.227-7015	Technical Data - Commercial Items	(Jun 2013)
252.227-7016	Rights in Bid or Proposal Information	(Jan 2011)
252.227-7019	Validation of Asserted Restrictions - Computer Software	(Jun 1995)
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	(Jun 1995)
252.229-7779	Taxes – Foreign Contracts in Afghanistan	
252.246-7001	Warranty of Data	(Mar 2003)

## SECTION 9 – LIST OF ATTACHMENTS

### **9.1 LIST OF ATTACHMENTS**

<b>Attachment</b>	<b>Title</b>
A	COR Appointment Letter (electronically attached Word doc.)
B	TO Monthly Status Report
C	TO Problem Notification Report
D	TO Travel Authorization Template
E	TO Consent to Purchase Template
F	Historical Material List (Deleted)
G	Corporate Non-Disclosure Agreement
H	Sample TO (Deleted)
I	TO Project Staffing Plan Template (Deleted)
J	TO Key Personnel Qualification Matrix (Deleted)

ATTACHMENT A

**COR APPOINTMENT LETTER**

(Electronically Attached .doc)

ATTACHMENT B

**MONTHLY STATUS REPORT FOR (MONTH AND YEAR)**

**Contractor Name**  
**Task Order Number**

Prepared by:

**Reporting Period:**

Page 1 of \_\_

- 1) Summary of work performed by task area:
- 2) Summary of work planned for the next reporting period:
- 3) Milestones and updates against tasks/activities:
- 4) Progress toward open efforts:
- 5) Significant variances in planned versus actual performance, with an explanation as needed:
- 6) Problems and corrective actions taken; (include issues or concerns and proposed resolutions to address them):
- 7) Personnel gains, losses, and status (security clearance):
- 8) Government actions required:
- 9) Summary of trips taken (attach Trip Reports to the MSR for reporting period):
- 10) Accumulated invoiced cost for each CLIN up to the previous month for LH:
- 11) Projected cost of each CLIN for the current month for LH:

ATTACHMENT C

**PROBLEM NOTIFICATION REPORT**

TASK ORDER NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_

1. Nature and sources of problem:
2. COR was verbally notified on: (date) \_\_\_\_\_
3. Is action required by the Government? Yes\_\_\_\_\_ No\_\_\_\_\_
4. If YES, describe Government action required and date required:
5. Will problem impact delivery schedule? Yes\_\_\_\_\_ No\_\_\_\_\_
6. If YES, identify what deliverables will be affected and extent of delay:
7. Can required delivery be brought back on schedule? Yes\_\_\_\_\_ No\_\_\_\_\_
8. Describe corrective action needed to resolve problems:
9. When will corrective action be completed?
10. Are increased costs anticipated? Yes\_\_\_\_\_ No\_\_\_\_\_
11. Identify amount of increased costs anticipated, their nature, and define Government responsibility for problems and costs:

ATTACHMENT D

REQUEST FOR TRAVEL AUTHORIZATION				
<b><i>**Request must contain this information at a minimum</i></b>				
Date		Travel Request No.		
FEDSIM Project Number		Contract No.		
TO CLIN Number		Task Order No.		
Project Title				
Name of Traveler				
Name of Company (Contractor/Subcontractor)				
Origination				
Destination				
Departure Date				
Return Date				
Organization(s) Visited				
Purpose of Travel				
Requested by	Name of Government Person			
Trip Report Required	Yes			
		Daily Amt	No of Days	Totals
<b>Estimated Travel Costs</b>	Airfare for 1 person			\$ -
	Rental Car			\$ -
	Lodging			\$ -
	Lodging & Taxes			
	MIE			\$ -
	Transportation			\$ -
	Parking at Airport			\$ -
	Other: POV & Gas			\$ -
	Other: {Identify}			\$ -
	<b>Subtotal</b>			<b>\$ -</b>
<b>G&amp;A:</b>	G&A @ X %:			<b>\$ -</b>
	<b>Total</b>			<b>\$ -</b>
<b>HRC Technical POC</b>	Typed Name			
	(Signature)			
<b>COR Approval</b>	Typed Name			
	Signature and Date			

ATTACHMENT E

**CONSENT TO PURCHASE TEMPLATE**

**Request #:**

**Date:**

**From:** (Contractor Name)

**To:** FEDSIM  
2100 Crystal Drive  
Suite 800  
Arlington, VA 22202  
Attn: FEDSIM COR

**Subject:** Consent to Purchase

**Reference:** Contract Number XXXXXXXXX/Task Order No. XXXXXXXXX

(Contractor), in support of the (client) requests consent to purchase the below services under CLIN No. XXXX of the referenced contract. The cost of these items, when added to all other items purchased under CLIN XXXX does not exceed the funded amount of CLIN No. XXXX.

**Justification for Purchase:**

Qty	Unit	Description	Unit Price	Total
<i>Subtotal</i> <i>Sales Tax</i> <i>Shipping &amp; Handling (approx.)</i> <i>Other</i> <b><i>Total</i></b>				
<b>Recommended Source:</b>		<b>Justification for Source Selection:</b>		
<b>Additional Comments</b>		<b><u>HRC Approving Officials:</u></b>		
<b>HRC Technical POC:</b>		<b>Date:</b>		
<b><u>HRC POC:</u></b>				
<b>Ship To: +</b>		<b>Items Required On/Before:</b>		



ATTACHMENT F

**Historical Materials List**

(Deleted)

## ATTACHMENT G

**NON-DISCLOSURE AGREEMENT  
BETWEEN  
U.S. GENERAL SERVICES ADMINISTRATION (GSA)  
FEDERAL SYSTEMS INTEGRATION AND MANAGEMENT CENTER (FEDSIM)  
AND  
Offeror Company Name**

This agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014 (the "Effective Date"), is by and between GSA and **Offeror Company Name**.

**WHEREAS, Offeror Company Name** and GSA FEDSIM have entered into Task Order No. **XXXXXXXXXXXX** for services supporting the Joint Improvised Explosive Device Defeat Organization (JIEDDO) Joint Center of Excellence (JCOE) Joint Counter Improvised Explosive Device (IED) Integration Training Program (JCITP);

**WHEREAS, Offeror Company Name** is providing Joint Counter Improvised Explosive Device (IED) Integration Training Program (JCITP) services under the Task Order;

**WHEREAS,** the services required to support the Joint Improvised Explosive Device Defeat Organization (JIEDDO) Joint Center of Excellence (JCOE) Joint Counter Improvised Explosive Device (IED) Integration Training Program (JCITP); requirement, involve certain information which the Government considers to be "Confidential Information"<sup>1</sup> as defined herein;

**WHEREAS,** GSA desires to have **Offeror Company Name** support to accomplish the Task Order services and, therefore, must grant access to the Confidential Information;

**WHEREAS Offeror Company Name** through its work at a Government site may have access to Government systems or encounter information unrelated to performance of the Task Order which also is considered to be Confidential Information as defined herein;

**WHEREAS,** GSA on behalf of Joint Improvised Explosive Device Defeat Organization (JIEDDO) Joint Center of Excellence (JCOE) desires to protect the confidentiality and use of such Confidential Information;

**NOW, THEREFORE,** for and in consideration of the mutual promises contained herein, the parties agree as follows:

- 1. Definitions.** "Confidential Information" shall mean any of the following: (1) "offeror bid or proposal information" and "source selection information" as those terms are defined in 41 U.S.C. § 2101; (2) the trade secrets or proprietary information of other companies; (3) other information, whether owned or developed by the Government, that has not been previously made available to the public, such as the requirements, funding or budgeting data of the Government; and *for contracts/orders providing acquisition assistance*, this term specifically includes (4) past performance information, actual/proposed costs, overhead rates, profit, award fee determinations, offeror employee data of offerors/offerors, methods or procedures used to evaluate performance, assessments, ratings or deliberations developed in an evaluation process, the substance of any discussions or deliberations in an evaluation process, and any recommendations or decisions of the Government unless and until such decisions are publicly announced. This term is limited to unclassified information.
- 2. Limitations on Disclosure.** **Offeror Company Name** agrees (and the **Offeror Company Name** Task Order personnel must agree by separate written agreement with **Offeror Company Name** not to distribute, disclose or disseminate Confidential Information to anyone beyond the personnel identified in the regularly updated ADDENDUM, unless authorized in advance by the GSA Contracting Officer in writing. The Contracting Officer and the Joint Improvised Explosive Device Defeat Organization (JIEDDO) Joint Center of Excellence

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<sup>1</sup> This does not denote an official security classification.

## ATTACHMENT G

(JCOE) POC will review the Addendum to ensure it includes only those individuals to be allowed access to the information. The Addendum, which may be updated from time to time, is approved when signed by the GSA Contracting Officer and the Joint Improvised Explosive Device Defeat Organization (JIEDDO) Joint Center of Excellence (JCOE).

3. **Agreements with Employees and Subcontractors.** **Offeror Company Name** will require its employees and any subcontractors or subcontractor employees performing services for this Task Order to sign non-disclosure agreements obligating each employee/subofferor employee to comply with the terms of this agreement. **Offeror Company Name** shall maintain copies of each agreement on file and furnish them to the Government upon request.
4. **Statutory Restrictions Relating to Procurement Information.** **Offeror Company Name** acknowledges that certain Confidential Information may be subject to restrictions in Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. § 2104), as amended, and disclosures may result in criminal, civil, and/or administrative penalties. In addition, **Offeror Company Name** acknowledges that 18 U.S.C. § 1905, a criminal statute, bars an employee of a private sector organization from divulging certain confidential business information unless authorized by law.
5. **Limitations on Use of Confidential Information.** **Offeror Company Name** may obtain Confidential Information through performance of the Task Order orally or in writing. These disclosures or this access to information is being made upon the basis of the confidential relationship between the parties and, unless specifically authorized in accordance with this agreement, **Offeror Company Name** will:
  - a) Use such Confidential Information for the sole purpose of performing the, Joint Counter Improvised Explosive Device (IED) Integration Training Program (JCITP) requirements detailed in the Task Order and for no other purpose;
  - b) Not make any copies of Confidential Information, in whole or in part;
  - c) Promptly notify GSA in writing of any unauthorized misappropriation, disclosure, or use by any person of the Confidential Information which may come to its attention and take all steps reasonably necessary to limit, stop or otherwise remedy such misappropriation, disclosure, or use caused or permitted by a **Offeror Company Name** employee.
6. **Duties Respecting Third Parties** **Offeror Company Name** will have access to the proprietary information of other companies in performing Task Order support services for the Government, **Offeror Company Name** shall enter into agreements with the other companies to protect their information from unauthorized use or disclosure for as long as it remains proprietary and refrain from using the information for any purpose other than that for which it was furnished. **Offeror Company Name** agrees to maintain copies of these third party agreements and furnish them to the Government upon request in accordance with 48 C.F.R. § 9.505-4(b).
7. **Notice Concerning Organizational Conflicts of Interest.** **Offeror Company Name** agrees that distribution, disclosure or dissemination of Confidential Information (whether authorized or unauthorized) within its corporate organization or affiliates, may lead to disqualification from participation in future Government procurements under the organizational conflict of interest rules of 48 C.F.R. § 9.5.
8. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any prior or contemporaneous oral or written representations with regard to protection of Confidential Information in performance of the subject Task Order. This Agreement may not be modified except in writing signed by both parties.
9. **Governing Law.** The laws of the United States shall govern this agreement.
10. **Severability.** If any provision of this Agreement is invalid or unenforceable under the applicable law, the remaining provisions shall remain in effect.

In accordance with Public Law No. 108-447, Consolidated Act, 2005, the following is applicable:

## ATTACHMENT G

These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 12958; section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b)(8) of title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, and 952 of title 18, United States Code, and section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive order and listed statutes are incorporated into this agreement and are controlling.

- 11. Beneficiaries.** If information owned by an individual or entity not a party to this agreement is disclosed or misappropriated by **Offeror Company Name** in breach of this agreement, such information owner is a third party beneficiary of this agreement. However, nothing herein shall create an independent right of action against the U.S. Government by any third party.

IN WITNESS WHEREOF, GSA and **Offeror Company Name** have caused the Agreement to be executed as of the day and year first written above.

UNITED STATES GENERAL SERVICES ADMINISTRATION

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contracting Officer

**Offeror Company Name**

\_\_\_\_\_  
Name\*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\*Person must have the authority to bind the company.

ATTACHMENT H

**Sample TO**

(Deleted)

ATTACHMENT I

**TO PROJECT STAFFING PLAN TEMPLATE**

(Deleted)

ATTACHMENT J

**TO KEY PERSONNEL QUALIFICATION MATRIX**

(Deleted)

SECTION 10 - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF  
OFFERORS OR RESPONDENTS

**10.1 ADDITIONAL REPRESENTATIONS AND CERTIFICATIONS**

Additional Representations and Certifications may be required in addition to the completed representations and certifications completed on the Online Representations and Certifications Application (ORCA).



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